

SUPPLEMENTAL AGREEMENT NO. 4

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the West Lafayette Board of Public Works and Safety, hereinafter referred to as the "**LOCAL PUBLIC AGENCY**" and Butler, Fairman and Seufert, Inc., Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**".

WITNESSETH

WHEREAS, on September 12, 2006, the **LOCAL PUBLIC AGENCY** entered into an Agreement with the **ENGINEER** for services required for development of Contract Plans for the reconstruction of Perimeter Parkway, Phase 1A, for the West Lafayette/Purdue University Area; Project No. DEM-IN(); Designation No. 0501163.

WHEREAS, the project limits for Designation No. 0501163 are:

- Harrison Street from Martin Jischke Drive to Chauncey Avenue,
- Chauncey Avenue and Grant Street between Harrison Street and Williams Street,
- And Williams Street from Grant Street to River Road

WHEREAS, the project limits for Designation No. 1005930 are located within the project limits of Designation No. 0501163, as follows:

- Harrison Street from Sheetz Street to Chauncey Avenue,
- Grant Street and Chauncey Avenue between Harrison Street and Williams Street,
- And Williams Street from Grant Street to River Road

WHEREAS, the parties agree that as a result of alignment changes requested by the **OWNER** a Public Hearing and Environmental Documentation will be required as follows:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual, and Chapter 8 of the INDOT LPA Process Guidance Document for Local Federal-Aid Projects.

The environmental assessment completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Crawfordsville District, the INDOT Office of Environmental Services, and the Federal Highway Administration, as appropriate.

The **ENGINEER** shall provide the following services and environmental documentation:

- Public Involvement:
 - If the project meets the minimum requirements for public involvement per Part I, Section IV, C, 4 of the August, 2012 INDOT Public Involvement Procedures Manual (PIPM), the **ENGINEER** shall prepare and advertise a legal notice offering the public the opportunity to request a public hearing per Part I, Section IV, C, 5a of the INDOT PIPM. If no requests are forthcoming prior to the established deadline date, the **ENGINEER** shall obtain hearing certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.
 - If limited requests for a public hearing are received or it is determined by the **ENGINEER** that the comments received could be adequately answered by meeting with those respondents, a meeting will be organized and held to answer

their specific questions. Minutes of the meeting will be taken along with a list of attendees. All comments made in the meeting will be answered and submitted to the INDOT Public Hearings Section for certification prior to receiving final environmental document approval.

- If a public hearing is required, or the LPA desires to hold a public hearing, the **ENGINEER** shall prepare and advertise a legal notice per Part I, Section IV, C, 5c of the INDOT PIM, coordinate, prepare for and conduct a public hearing per Part I, Section VI, D. Subsequent to the requirements of the public hearing, the **ENGINEER** shall obtain hearing certification from the INDOT Public Hearings Section prior to receiving final environmental document approval.
- Early coordination with various required local, state and federal agencies.
- Project corridor impact evaluation including:
 - Waters Report and wetland determination/delineation, if required
 - Ecological Evaluation Form
 - Threatened and endangered species review
 - Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews.
 - Floodplain review
 - Farmland review and completion of the Farmland Conversion Impact Rating form (NRCS-CPA-106) for corridor type projects.
 - Section 6(f) (Land and Water Conservation Fund program) and Section 4(f) (park and recreation land, wildlife and waterfowl refuges and historic properties) reviews.
 - Identification and recording of existing documentation in regards to the criteria air pollutants and the conformity status of the project in addition to identifying additional requirements beyond conformity (hot spot analyses and mobile source air toxics analyses) that may be applicable.
 - Performance of a noise analysis and barrier design, if noise abatement is feasible and reasonable, in accordance with 23 CFR 772 and the INDOT Traffic Noise Policy (approved on July 13, 2011).
 - Community impacts, Indirect and Cumulative Impacts, Relocation Studies.
 - Determination of the Regulatory Permits required for the project.
- Section 106 Consultation including, as appropriate,
 - Historic Property Report
 - Coordination with Consulting Parties
 - Preparation of 36 CFR 800.11(d) ("No Historic properties Effected") based upon results of the Historic Property Report and consultation with the State Historic Preservation Officer (SHPO), the Indiana Department of Transportation (INDOT) Cultural Resources Section (CRS) and other consulting parties.
- Evaluation of Hazardous Materials and Regulated Substances, including:
 - Completion of a Red Flag Investigation and Phase I Environmental Site Assessment (ESA) for the project corridor.
 - Completion of a Hazardous Waste Site Assessment form.
 - Evaluation of the need for a Phase II ESA to determine specific contamination.
- Items not included in the above descriptions include the following:
 - Mitigation plans
 - Stream enhancement plans
 - Section 106 documentation meetings or the advertising of legal notices for an "adverse effect" finding pursuant to 36 CFR 800.11(e), (f) or (g).
 - Endangered species studies or reports.
 - Archaeological studies beyond a Phase 1a reconnaissance.
 - Woody revegetation plan

- Completion of a Phase II ESA to determine specific contamination.
 - These items will constitute a change of scope and will be paid for either under Additional Services or as a lump sum fee.

WHEREAS, the parties agree that Design and Plan Development to divide the project into two phases and prepare alternative designs will require the **ENGINEER** to provide services as follows:

Design Phase and Plan Development Services

- Divide project development into two phases
 - Phase 1A-1 – Harrison Street from Jiske Drive to Sheetz Street
 - Phase 1A-2 – from the intersection of Harrison and Marsteller Streets with a new roadway alignment to the intersection of Grant and Williams Streets, and Williams Street from Grant Street to River Road
- Prepare alignment alternatives to the one-way pair of Grant and Chauncey Streets
- Prepare design for a revised alignment from the intersection of Harrison and Marsteller Streets to the intersection of Grant and Williams Streets
- Design, prepare an INDOT Analysis and Report for a roundabout intersection for Williams Street and River Road
- Prepare and submit a pavement design and analysis to INDOT
- Prepare a roadway lighting evaluation using up to four (4) alternative light source types per INDOT, or use same fixture as 1A-1
- Perform Utility Coordination during Design Phase through Final Tracings
 - On-call Utility Coordination after Final Tracing submittal through Construction Completion will be included in a supplemental agreement along with construction inspection
- Provide 3D traffic visualizations for Williams Street and River Road roundabout intersection
- Prepare two (2) illustrative rendering exhibits depicting the Williams Street and River Road roundabout for public display
- Provide Project Management services for INDOT coordination
 - LPA Quarterly Reports and Support
 - Attend up to ten (10) meetings with Purdue to coordinate connectivity to remaining Purdue facilities and Purdue Utility coordination
- Exclusions:
 - Utility relocation design and construction plans for West Lafayette utilities is not included
 - Purdue utility relocation design and construction plans is not included
 - Demolition plans or coordination of Freehafer Hall is not included
 - Design reconfiguration of parking lots is not included

WHEREAS, the parties agree that Geotechnical Investigations will be required for the Phase 1A-2 project,

WHEREAS, the parties agree that Right-of-Way Engineering will be required for the Phase 1A-2 project as follows:

- Prepare Right-of-Way Engineering Plans.
- Provide a documented 20-year title search (T&E Report) for each Fee or Permanent Easement Parcel prepared by an abstractor as approved by the Indiana Department of Transportation (INDOT).
- Provide current deed & tax statement (Temp Only T&E Report) for each Temporary Only Parcel prepared by an abstractor as approved by the Indiana Department of Transportation (INDOT).
- Provide legal descriptions and land plats for each Fee or Permanent Easement Parcel prepared & certified by an Indiana Registered Surveyor and transfer documents.
- Provide legal descriptions for each Temporary Only Parcel prepared & certified by an Indiana Registered Surveyor and transfer documents.
- Provide updated T&E reports if necessary.
- Provide parcel staking once per parcel.
- Provide an Appraisal Problem Analysis (APA) for each parcel prepared by an appraiser as approved by INDOT.
- Prepare an interactive map of the project area, a Geographic Information System (GIS) to be used as an on-line reference depicting the progress of the project. This mapping will include documentation pertinent to ownership, such as title reports, easement information, conveyance documents, and APAs as completed. GIS will serve as a tracking mechanism for acquisition services at such time as those services are contracted.

WHEREAS, the parties agree that R/W Staking for Utility Coordination is requested. Stakes will be set at an approximate 100' interval, including PC's, PT's, and angle points.

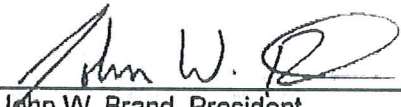
WHEREAS, Appendix D, Section B states that in the event of a change in scope, the specified fee(s) shall be adjusted.

NOW, THEREFORE, the parties agree that the September 12, 2006 Agreement be modified by this Supplemental Agreement No. 4; therefore, the compensation for the Public Hearing shall be increased by \$18,160.00 from \$25,600.00 to \$43,760.00 and; the compensation for Environmental Services shall be increased by \$88,540.00 from \$64,150.00 to \$152,690.00 and; the compensation for Road Design and Plans, 3D Traffic Visualizations, and Renderings shall be increased by \$267,505.00 from \$357,600.00 to \$625,105.00 and; the compensation for Geotechnical Investigations shall be increased by \$25,000.00 from \$26,220.00 to an amount not-to-exceed \$51,220.00 and; the compensation for Right-of-Way Engineering shall be increased by \$167,210.00 from \$38,000.00 to an amount not-to-exceed \$205,210.00 and; the compensation for R/W Staking for Utility Coordination shall be \$9,240.00. Therefore; the total Contract not-to-exceed amount shall be increased by \$575,655.00 from \$707,370.00 to \$1,283,025.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 4.

ENGINEER

BUTLER, FAIRMAN and SEUFERT, INC.



John W. Brand, President

Attest:



Michael A. Smith, Executive V.P.

LOCAL PUBLIC AGENCY

BOARD OF PUBLIC WORKS & SAFETY
CITY OF WEST LAFAYETTE

John R. Dennis, President

Sana G. Booker, Member

Brooke E. Folkers, Member

Jonathan C. Speaker, Member

Tanuja R. Sheth, Member

Attest:

Judith C. Rhodes, Clerk-Treasurer

**SUPPLEMENTAL AGREEMENT NO. 4
PROJECT NO. DEM-IN (); DES NO. 0501163
WEST LAFAYETTE PERIMETER PARKWAY**

SUMMARY OF SUPPLEMENTED FEE SCHEDULE

| Fee Schedule Summary | Original Agreement | Supplement No. 1 | Supplement No. 2 | Supplement No. 3 | Proposed Supplement No. 4 | Total |
|---|--------------------|------------------|------------------|------------------|---------------------------|--------------|
| a. Survey (Lump Sum) | \$97,500.00 | | | \$18,000.00 | | \$115,500.00 |
| b. Design Summary Report (Lump Sum) | \$6,000.00 | | | | | \$6,000.00 |
| c. Public Hearing (includes Hearing Transcript)(Lump Sum) | \$25,600.00 | | | | \$18,160.00 | \$43,760.00 |
| d. Environmental Services, Level 4 Cat. Exclusion(Lump Sum) | \$40,650.00 | | | \$23,500.00 | \$88,540.00 | \$152,690.00 |
| e. Conceptual Plan(Lump Sum) | \$36,400.00 | | | | | \$36,400.00 |
| f. Utility Plan(Lump Sum) | \$26,000.00 | | | | | \$26,000.00 |
| g. Road Design and Plans (Lump Sum) | \$399,100.00 | | | (\$41,500.00) | \$237,505.00 | \$595,105.00 |
| 1. 3D Traffic Visualizations (optional)(Lump Sum) | | | | | \$25,000.00 | \$25,000.00 |
| 2. Renderings (optional)(Lump Sum) | | | | | \$5,000.00 | \$5,000.00 |
| h. Site Assessment (Phases I and II)(Lump Sum) | \$11,900.00 | | | | | \$11,900.00 |

| Fee Schedule Summary | Original Agreement | Supplement No. 1 | Supplement No. 2 | Supplement No. 3 | Proposed Supplement No. 4 | Total |
|---|--------------------|------------------|------------------|------------------|---------------------------|-------------|
| i. Geotechnical Investigation | | \$26,220.00 | | | \$25,000.00 | \$51,220.00 |
| j. Right-of-Way Engineering (Lump Sum) | | | \$38,000.00 | | | \$38,000.00 |
| 1 Right-of-Way Plans (Lump Sum) | | | | | \$19,020.00 | \$19,020.00 |
| 2 T&E Reports 26 @ \$450 each | | | | | \$11,700.00 | \$11,700.00 |
| 3 Temp Only T&E Reports 15 @ \$250 each | | | | | \$3,750.00 | \$3,750.00 |
| 4 Legals, Land Plats, & Transfer Docs 26 @ \$2,500 each | | | | | \$65,000.00 | \$65,000.00 |
| 5 *Temp Only Legals & Transfer Docs 15 @ \$1,900 | | | | | \$28,500.00 | \$28,500.00 |
| 6 * T&E Updates 41 @ \$100 each | | | | | \$4,100.00 | \$4,100.00 |
| 7 *Parcel Staking 41 @ \$360 each | | | | | \$14,760.00 | \$14,760.00 |
| 8 *Appraisal Problem Analysis 41 @ \$300 each | | | | | \$12,300.00 | \$12,300.00 |
| 9 GIS Mapping (Lump Sum) | | | | | \$8,080.00 | \$8,080.00 |
| I. RW Staking for Utility | | | | | \$9,240.00 | \$9,240.00 |

| Fee Schedule Summary | Original Agreement | Supplement No. 1 | Supplement No. 2 | Supplement No. 3 | Proposed Supplement No. 4 | Total |
|---------------------------|-----------------------|---------------------|---------------------|---------------------|---------------------------------|----------------|
| Coordination(Lump Sum) | | | | | | |
| Subtotal | \$643,150.00 | \$26,220.00 | \$38,000.00 | \$0.00 | \$575,655.00 | \$1,283,025.00 |
| Total | | \$669,370.00 | \$707,370.00 | \$707,370.00 | \$1,283,025.00 | |

* Items will only be included as necessary.